

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/15/04

Division: Management Services

Bulk Item: Yes X No

Department: Administrative Services

AGENDA ITEM WORDING:

Board approval of Contract with Interisk Corporation to provide Risk Consultant Services for the Risk Management, Group Insurance and Workers' Compensation programs for the County.

ITEM BACKGROUND:

Interisk has provided Risk Consultant Services to the County for numerous years. This year the County re-bid these services and Interisk was the low bidder.

PREVIOUS RELEVANT BOCC ACTION:

N/A

CONTRACT/AGREEMENT CHANGES:

The County has been paying Interisk \$110.00 per hour. Contract renewal hourly rate has increased to \$120.00 per hour.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: Approx \$55,000.00 per year

BUDGETED: Yes X No

COST TO COUNTY: Same

SOURCE OF FUNDS: Primarily ad valorem

REVENUE PRODUCING: Yes No X AMOUNT PER MONTH Year

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


Sheila A. Barker

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C23

Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Interisk, Inc Contract #
Effective Date: 10/1/04
Expiration Date: 9/30/05

Contract Purpose/Description:
Risk Consultant Services for Risk, Group Insurance and Workers' Compensation

| | | | |
|-------------------|--------------------|-------------|-------------------------|
| Contract Manager: | <u>Nancy Cohen</u> | <u>4449</u> | <u>Admin Services 1</u> |
| | (Name) | (Ext.) | (Department/Stop #) |

for BOCC meeting on 9/15-16/04. Agenda Deadline: 8/31/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 120.00 PER Current Year Portion: \$ Approximate 1/4
 HR 55,000.00 y.
 Budgeted? Yes ☒ No ☐ Account Codes: 501-07501-530-310-0
 Grant: \$ no 502-08001-530-310-0
 County Match: \$ no 503-08501-530-310-0

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|-------------------|---------|---|------------------|----------|
| Division Director | 8/5/04 | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Sheila A. Barker | 8-5-04 |
| Risk Management | 8-4-04 | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | M. Sweeney | 8-4-04 |
| O.M.B./Purchasing | 8/9/04 | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Sharon Eppel | 8/10/04 |
| County Attorney | 8/3/04 | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Sue Attacked | 8/3/04 |

Comments: _____

1
2
3 **CONTRACT**

4 THIS CONTRACT, entered this _____ day of _____, 2004, by and Between the
5 Board of County Commissioners of Monroe County (COUNTY). Florida, and Interisk Corporation
6 (CONTRACTOR).

7 WHEREAS, County has a fiscal responsibility to limit risk or liability to the County; and

8
9 WHEREAS, the County provides certain insurance benefits to employees; and

10
11 WHEREAS, it has been determined that it is in the best interest of the County to contract with a
12 consultant to assist with such services, NOW THEREFORE

13
14 IN CONSIDERATION OF the mutual promises contained herein, the parties agree as follows:

15
16 I. TERM OF AGREEMENT:

17
18 This agreement shall be for a twelve (12) month period beginning, 10/1, 2004 and
19 ending at 12:00 midnight on 9/30, 2005. The term of this agreement shall be renewable
20 in accordance with Section IV.

21
22 II. PAYMENT:

23
24 The total compensation to be paid to the Contractor in consideration of its services under this
25 Agreement shall be \$ 120.00 per hour. The County shall pay the Contractor on a per
26 month in arrears basis. Billing shall be directed to the appropriate sections marked Risk
27 Management, Workers' Compensation or Group Insurance. The Contractor shall provide a monthly
28 invoice on or about the 1st day of each month to the Division of Management Services, and payment
29 shall be made on or about the 1st day of the following month, after receipt of a proper invoice by
30 the County Finance Department, in compliance with the Florida Prompt Payment Act. In the event
31 that funds are partially reduced or cannot be obtained or continued at a level sufficient to allow for
32 the purchase of the services contemplated, then the contract may be terminated immediately at the
33 option of the County upon written notice of termination being delivered in person or by mail to the
34 Contractor. The County will not be obligated to pay for any services provided by the Contractor
35 after the Contractor has received written notice of immediate termination.

36
37 III. SCOPE OF SERVICES:

38
39 The Contractor shall provide consulting services on an as needed basis, which shall include
40 but not be limited to:

41
42 a. Review Risk Management/Employee Benefits (Group Insurance and Workers
43 Compensation) procedures.

44
45 b. Review Pricing of insurance and other outside services.

- 1
2 c. Prepare insurance specifications for property, casualty, and employee benefits and
3 Workers' Compensation insurance coverages
4
5 d. Review coverages under present insurance contracts and make recommendation for
6 coverage improvements.
7
8 e. Communicate with agents and brokers during the bidding process.
9
10 f. Analyze insurance proposals.
11
12 g. Review present method of funding insured and non-insured risks.
13
14 h. Analyze and evaluate Monroe County's performance with respect to its self-insured
15 programs.
16
17 i. Assist in the development of insurance and other sections of vendor contracts to ensure the
18 interests of Monroe County are adequately protected.
19
20 j. Analyze and evaluate Monroe County's Risk Management and Employee Benefit
21 programs and make recommendations based on their performance and current industry
22 practices.
23
24 k. Perform other Risk Management and Employee Benefits matters as directed by the
25 County.
26

27 IV. RENEWAL:

28
29 The County shall have the option to renew this agreement after the first year, for three (3) additional
30 one-year periods. The contract amount agreed to herein may be adjusted annually in accordance
31 with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for
32 the most recent 12 months available.
33

34 V. CONTRACTOR'S LICENSE: The Contractor shall secure, maintain and pay all applicable
35 fees for any permits and licenses necessary to provide services under this agreement. By signature
36 hereon, the Contractor warrants that it is authorized by law to engage in the performance of the
37 activities herein described, subject to the terms and conditions set forth in these contract documents.
38 Proof of such licenses and approvals shall be submitted to the County upon request. The Contractor
39 has, and shall maintain throughout the term of this contract, appropriate licenses and approvals
40 required to conduct its business, and that it will at all times conduct its business activities in a
41 reputable manner.
42

43 VI. INDEPENDENT CONTRACTOR
44

1 At all times and for all purposes, the Contractor, its agents and employees are strictly considered to
2 be independent contractors in their performance of the work contemplated hereunder. As such, the
3 Contractor, its agents and employees shall not be entitled to any of the benefits, rights or privileges
4 of County employees. The provider shall at all times exercise independent, professional judgment
5 and shall assume professional responsibility for the services to be provided.

6 7 VII. STAFFING

8
9 Since this contract is a service agreement, staffing is of paramount importance. Contractor shall
10 provide at its own expense all necessary personnel to provide the services under this contract. The
11 personnel shall not be employees of or have any contractual relationship with the County. All
12 personnel engaged in performing services under this contract shall be fully qualified, and, if
13 required, to be authorized or permitted under State and local law to perform such services.

14 15 VIII. HOLD HARMLESS/INSURANCE REQUIREMENTS:

16
17 The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of
18 County Commissioners and the County Court of Monroe County from any and all claims for bodily
19 injury (including death), personal injury, and property damage (including property owned by
20 Monroe County) and any other losses, damages, and expenses (including attorney's fees) which
21 arise out of, in connection with, or by reason of services provided by the Contractor or any of its
22 Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission
23 of the Contractor or its Subcontractors in any tier, their employees, or agents.

24
25 The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements
26 contained within this agreement.

27
28 Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance
29 indicating the minimum coverage limitations as indicated below, each attached hereto and
30 incorporated as part of this contract document, and all other requirements found to be in the best
31 interest of Monroe County as may be imposed by the Monroe County Risk Management
32 Department. The Contractor shall obtain and throughout the entirety of the agreement maintain the
33 following insurance:

34
35 A. Workers' Compensation Insurance Requirements – Prior to the commencement of work
36 governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with
37 limits sufficient to respond to Florida Statute 440.

38 In addition, the Contractor shall obtain Employers Liability Insurance with limits of not less
39 than:

40 \$100,000 Bodily Injury by accident

41 \$500,000 Bodily injury by Disease, policy limits

42 \$100,000 Bodily Injury by Disease, each employee

43
44 Coverage shall be maintained throughout the entire term of the contract.
45

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

- B. Vehicle Liability Insurance Requirements – Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:
- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be: \$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person
\$100,000 per occurrence
\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional insured on all policies issued to satisfy the above requirements.

- C. Professional Liability Insurance Requirements – Recognizing that the work governed by this contract involves the furnishing of advise or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be: \$250,000 per Occurrence/\$500,000 Aggregate

- D. General Liability Insurance Requirements – Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations

- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be: \$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

IX. NON-DISCRIMINATION:

County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida Statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibit discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794) which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101 – 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912 ss, 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression,

1 familial status or age; and 11) any other nondiscrimination provisions in any Federal or state
2 statutes which may apply to the parties to, or the subject matter of this Agreement.

3
4 X. INSPECTION OF BOOKS AND FACILITIES/AUDIT/ACCOUNTING:

5
6 The Contractor shall maintain the financial records in accordance with generally accepted
7 accounting principles, and allow the County to inspect its books and records at any reasonable time.
8 Contractor shall retain all records pertaining to this agreement for a period of four years after term
9 expires.

10
11 XI. PUBLIC RECORDS

12
13 The Contractor shall comply with the Public Records laws of the State of Florida, subject to any
14 provisions providing exemption from disclosure.

15
16 XII. BREACH OF TERMS BY CONTRACTOR

17
18 The passing, approval, and/or acceptance by the Owner of any defect in the services furnished by
19 the Contractor, shall not operate as a waiver by the County of strict compliance with the terms of
20 this Contract, and specifications covering the services. County may immediately terminate the
21 Agreement due to any violations by Contractor of criminal statutes governing consulting services.
22 Any other Contractor breach of this agreement shall be governed by the article below on
23 termination for cause.

24
25 XIII. TERMINATION WITHOUT CAUSE:

26
27 The County may terminate this agreement without cause by providing the Contractor with written
28 notice of termination at least sixty (60) days prior to the effective date of termination.

29
30 XIV. TERMINATION WITH CAUSE:

31
32 The County may terminate this agreement for cause if the Contractor shall default in the
33 performance of any of its obligations under this agreement.

34
35 XV. ASSIGNMENT:

36
37 The Contractor shall not assign or subcontract its obligations under this agreement, except in
38 writing and with the prior written approval of the Board of County Commissioners of Monroe
39 County and Contractor, which approval shall be subject to such conditions and provisions as the
40 Board may deem necessary and pursuant to the recommendation of the County Court
41 Administrative Judge. This paragraph shall be incorporated by reference into any assignment or
42 subcontract and any assignee or subcontractor shall comply with all of the provisions of this
43 agreement. Unless expressly provided for therein, such approval shall in no manner or event be
44 deemed to impose any additional obligation upon the board.

1 XXVI. COMPLIANCE WITH LAW

2
3 In providing all services/goods pursuant to this agreement, the Contractor shall abide by all statutes,
4 ordinances, rules and regulations pertaining to, or regulating the provisions of, such services,
5 including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances,
6 rules and regulations shall constitute a material breach of this agreement and shall entitle the Board
7 to terminate this contract immediately upon delivery of written notice of termination to the
8 contractor. The contractor shall possess proper licenses to perform work in accordance with these
9 specifications throughout the term of this contract.

10
11 XVII. DISCLOSURE AND CONFLICT OF INTEREST

- 12
13 A. The Contractor represents that it, its directors, principles and employees, presently have no
14 interest and shall acquire no interest, either direct or indirect, which would conflict in any
15 manner with the performance of services required by this contract, as provided in Sect.
16 112.311, et. seq., Florida Statutes.
17
18 B. Upon execution of this contract, and thereafter as changes may require, the Contractor shall
19 notify the County of any financial interest it may have in any and all programs in Monroe
20 County which the Contractor sponsors, endorses, recommends, supervises, or requires for
21 counseling, assistance, evaluation, or treatment. This provision shall apply whether or not
22 such program is required by statute, as a condition of probation, or is provided on a
23 voluntary basis.
24

25 XVIII. FINANCIAL RESPONSIBILITY

26
27 The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety
28 for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor
29 further warrants and represents that it has no obligation or indebtedness that would impair its
30 ability to fulfill the terms of this contract.
31

32 XIX. NOTICE REQUIREMENT

33
34 Any notice required or permitted under this agreement shall be in writing and hand delivered or
35 mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the
36 following:

37 FOR MONROE COUNTY:

38
39 County Administrator and County Attorney and Director Management Services
40 1100 Simonton Street PO Box 1026 1100 Simonton Street
41 Key West, Fl. 33040 Key West, Fl. 33041-1026 Key West, FL 33040
42

43 FOR CONTRACTOR:
44
45

1 XX. TAXES

2
3 The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall
4 **not** be exempted by virtue of the County's exemption from paying sales tax to its suppliers for
5 materials used to fulfill its obligations under this contract, nor is the Contractor authorized to
6 use the County's Tax Exemption Number in securing such materials. The Contractor shall be
7 responsible for any and all taxes, or payments of withholding, related to services rendered under
8 this agreement.
9

10 XXI. GOVERNING LAWS

11
12 This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising
13 under this Agreement must be in Monroe County, Florida. In the event of any litigation, the
14 prevailing party is entitled to attorney's fees and costs. The parties waive their rights to trial by
15 jury.
16

17 XXII. PUBLIC ENTITY CRIME STATEMENT:

18
19 A person or affiliate who has been placed on the convicted vendor list following a conviction for
20 public entity crime may not submit a bid on a contract to provide goods or services to a public
21 entity, may not submit a bid on a contract with a public entity for construction or repair of a public
22 building or public work, may not submit bids on leases of real property to public entity, may not be
23 awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract
24 with any public entity, and may not transact business with any public entity in excess of the
25 threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36
26 months from the date of being placed on the convicted vendor list. (CATEGORY TWO:
27 \$25,000.00).
28

29 XXIII. AUTHORIZED SIGNATORY:

30
31 The signatory for the Contractor, below, certifies and warrants that:

- 32
33 (a) The Contractor's name in this agreement is its full name as designated in its corporate
34 charter.
35
36 (b) He or she is empowered to act and contract for Contractor.
37
38 (c) This agreement has been approved by the Contractor's Board of Directors.
39

40 Further, Contractor shall, upon execution of this agreement, provide proof of incorporation and a
41 list of its Board of Directors.
42

43 XXIV. ENTIRE AGREEMENT:

1 This agreement constitutes the entire agreement between the County and the Contractor for the
2 services contemplated herein. Any amendments or revisions to this agreement must be in writing
3 and be executed in the same manner as this agreement.

4
5 IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and
6 date first written above in four (4) counterparts, each of which shall, without proof or accounting for
7 the other counterparts, be deemed an original contract.

8
9 (SEAL)
10 Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

11
12 By: _____
13 Deputy Clerk

By: _____
Mayor/Chairman

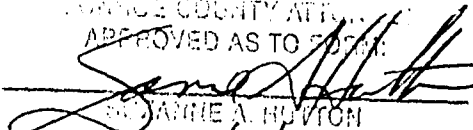
14
15
16 (SEAL)
17 Attest:

INTERISK CORPORATION

18
19
20 By: _____
21 Title: _____

By: _____
Title: _____

22
23
24
25
26
27
28 jconinterisk

29
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

SUZANNE A. HUTTON
ATTORNEY
8/23/04

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____ of the firm of _____, the bidder making the Proposal for the project described in the Notice for Calling for Bids for: _____

2. I executed the said proposal with full authority to do so.

3. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

4. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor.

5. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition.

6. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Bidder)

(Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, providing _____ proof of identity, or () being personally known to me, and having been first sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires: _____

OMB - MCP FORM #4

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY

DEDUCTIBLES

Liability policies are _____ Occurrence _____ Claims Made

Insurance Agency

Signature

BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Bidder

Signature